

Database services, Advanced Intelligent Network (AIN) services and Telecommunications Industry Association Interim Standard-41 (IS-41) services. The use of the STP will route messages to the global title address or to the signaling point code address of the message based on the translation information of SWBT's STP.

The use of the STP provides screening and routing of messages that are generated by the action of the LSP signaling point, or messages that are generated by a signaling point connected via the LSP signaling point.

LSP may use the STP under three options, as follows:

1. Signaling for LSPs with their own Signaling Point, utilizing their own set of links: Use of the STP routes signaling traffic generated by action of the LSP to the destination defined by SWBT's signaling network. MTP, ISUP, SCCP, TCAP and OMAP signaling traffic addressed to signaling points associated with the LSP set of links will be routed to the LSP.
2. Signaling for LSPs with their own Signaling Point, utilizing a set of links of another party: The LSP may order service associated with the set of links of another party by including a Letter of Authorization (LOA) from the owner of the set of links at the time service is ordered. The LOA will indicate that the owner of the set of links will accept SWBT charges for SS7 service ordered by the LSP.
3. Signaling for LSPs utilizing SWBT's Local Switching Unbundled Network Element (UNE): Use of SWBT's SS7 signaling network will be provided as set forth in an order for the Local Switching unbundled network element (Appendix UNE). The LSP does not separately order SS7 Service under this method. The LSP will be charged for the use of the SWBT SS7 service. The charge shall be billed on a per call basis.

B. Dedicated Signaling Links

Dedicated Signaling Links provide physical access to SWBT's signaling network. The links are fully dedicated to the use of LSP. Dedicated signaling links are provided as a set of links connecting to a SWBT mated pair of STPs. Dedicated Signaling Links are dedicated two-way signaling links that interconnect SWBT's STP locations and the LSP's Signaling Points at Signaling Point of Interface (SPOI) locations. Dedicated Signaling Links are available to LSPs for their use in furnishing SS7-based services or applications to their end users or other users of SS7 signaling information.

The Dedicated Signaling Links include the following parts:

1. SS7 Link Cross Connect: The SS7 Link Cross Connect provides a DS-OA or DS1 connection and access point for testing in the SWBT STP building. The cross connect connects the STP Port Termination to an LSP unbundled dedicated transport or to a collocation cage.
2. STP Port Termination: The STP Port Termination is the physical termination of the signaling link (i.e. 56 kbps circuit) at a SWBT STP. An STP Port Termination is used for each 56 kbps SS7 Link Cross Connect terminated at a SWBT STP.

The LSP shall provide the portion of the signaling link from the LSP premises within the LATA to the SWBT STP location using unbundled dedicated transport. LSP shall notify SWBT that the facility contains a signaling link service. Multiple facilities provided by SWBT will be identified so that SWBT may maintain facility diversity between links and linksets that require diversity. LSP shall identify the DS1 or channel of a DS1 that will be used for the signaling link.

If LSP does not use an unbundled dedicated transport facility to LSP premises, LSP shall identify that the SS7 Link Cross Connect shall connect to a LSP collocation cage in the SWBT STP building.

When LSP uses an alternative DS1 facility or arranges, or agrees to allow, a physical degree of diversity or performance that is not in accordance with the specifications of Bellcore, GR-905-CORE, LSP acknowledges that the performance and reliability of the SS7 protocol may be affected and the performance and reliability standards described in GR-905-CORE may be disqualified.

Dedicated Signaling Links are subject to SWBT compatibility testing and certification requirements per the Network Operations Forum Reference Document, per Bellcore, GR-905-CORE and per SWBT Technical Publication, TP76638. First interconnections to the SWBT signaling network per LSP and per signaling point type of equipment will require pre-ordering meetings to exchange information and schedule testing for certification by SWBT.

II. Definitions

Attachment 1, which is attached hereto and made a part hereof, contains **DEFINITIONS OF TERMS** in this Appendix.

III. Manner of Provisioning

A. Use of the STP

LSP shall designate the signaling points and signaling point codes associated with LSP. LSP shall provide information to SWBT to allow SWBT to translate SWBT STPs. The information shall define the screening and routing information for the signaling point codes of LSP. This information may include global title address, translation type and subsystem designations as needed.

LSP shall use the SWBT SS7 Service subject to the screening and routing information of the SWBT STPs. SWBT shall provide information to LSP on the routes and signaling point codes of the SWBT STPs.

The STP routes ISUP messages for the purpose of establishing trunk voice paths between switching machines. Call set-up times may be adversely affected when LSP, using SS7 signaling, employs Intermediate Access Tandems (IATs) in its network. SWBT makes no warranties with respect to call set-up times when multiple STP pairs are involved or when the signaling traffic is exchanged between two non-SWBT signaling points.

Routes requiring ISUP routes longer than two STP pairs may be provisioned pursuant to the Bona Fide Request terms of Appendix UNE per specific LSP request, if such route is technically feasible. However, routes involving signaling point codes not associated with LSP are subject to the route designated by the owner of the SPC.

When LSP requires modification of SWBT's SS7 Service components not otherwise provided in this contract, the modifications may be furnished pursuant to the Bona Fide Request terms of Appendix UNE.

The STP will route some messages, such as 800 database queries, at no additional incremental charge. Charges for the use of the STP for these messages are covered under other services charged to LSP pursuant to contract, per tariff or per some other arrangement.

The use of the STP will include incremental charges for the incremental extension of a signaling message routed to or from LSP where, due to LSP, additional SWBT STP pairs are used to achieve signaling interconnection with the LSP. Such extension of the message route beyond the scope of the basic service will incur a Use of the STP charge for the use of the additional STP pair.

Use of the STP provides a signaling route for messages only to signaling points to which SWBT has a route. Use of the STP by LSP does not include the provision of a signaling route to every possible signaling point. When SWBT does establish a

route to a signaling point in a mated pair of STPs, the route may not be available to other SWBT pairs of STPs. When SWBT or LSP, pursuant to a service order, arranges to establish a route to a signaling point, such route to the other signaling point or other signaling network will be used by all signaling points within and connected to the SWBT signaling network per the standard requirements of the SS7 protocol.

Disputes concerning the association of a signaling point among specific link sets associated with a SWBT mated STP shall be resolved by consultation with the signaling point owner, as defined in the Local Exchange Routing Guide (LERG), Section 1, assignment of Signaling Point Codes.

B. Dedicated Signaling Links

Signaling links from SWBT mated pairs of STPs may be extended to LSP premises within the same LATA. A set of links can be either:

1. "A" Link Sets from LSP's Signaling Point (SP)/Service Switching Point (SSP). A minimum of two links will be required, one from the SP/SSP to each STP; or,
2. "B" Link Sets from LSP's STPs that are connected to SWBT's mated pair of STPs. A minimum of four links will be required (i.e., a "quad") between the two pairs of STPs. (This same arrangement is sometimes referred to as a set of "D" links or "E" links.)

An STP Port Termination and SS7 Link Cross Connect is required for each 56 kbps access link utilized for the Service. STP locations are set forth in the National Exchange Carrier Association, Inc. (NECA) Tariff F.C.C. No. 4.

A pre-order meeting will define the SWBT facility availability and the degree of diversity in both the SWBT physical network and the LSP physical network from signaling point to signaling point for the link.

All applicable signaling point codes for each signaling link must be installed at each of SWBT's interconnecting STPs.

Provisioning of the SS7 Service is in accordance with SWBT CCS/SS7 Network Interface Specifications (TP76638) and Bellcore Common Channel Network Interface Specification (GR-905-CORE), as amended.

IV. Description of Rates and Charges

The following rates and charges apply to SS7 Service:

A. Use of the STP

The Use of the STP shall be measured per octet of information screened and routed.

1. Use of STP Per Octet

LSP shall pay the Use of the STP Per Octet rate element for the screening and routing of messages by an SWBT STP pair and, when applicable, the use of one or more common set of links. A usage rate applies per octet generated by action of LSP.

2. Use of the STP associated with the Local Switching Unbundled Element

LSP shall pay the Use of the STP per Call rate element for the use of the STP for each call originated by the LSP subscriber who uses the SWBT Local Switching Unbundled Network Element. The rate is based on an assumed use of 200 octets for each call generated by the LSP.

B. Dedicated Signaling Links

1. SS7 Link Cross Connect

LSP shall pay the DS-0 or DS-1 rate for the SS7 Link Cross Connect at the STP location for each Dedicated Signaling Link. Rates are per DS-0 and DS-1 bandwidth and per connection to unbundled dedicated facility or connection to a collocation cage. Rates are per month and nonrecurring installation per first or additional cross connects ordered per order.

2. STP Port Termination

LSP shall pay the STP Port Termination rate element for each termination of the SS7 Link Cross Connect at the SWBT STP. One STP Port Termination must be installed at SWBT's interconnecting STP for each Dedicated Signaling Link.

There are two charges that apply to the STP Port Termination, i.e., a fixed recurring monthly rate per port termination and a nonrecurring installation charge per port.

C. Signaling Point Code Addition

LSP shall pay the Signaling Point Code Addition rate element for the establishment and translation of applicable CCS network signaling point codes at the SWBT STP.

LSP shall pay a nonrecurring charge per Signaling Point Code established at each STP.

D. Global Title Translation (GTT) Addition

LSP shall pay the GTT Addition rate element for the establishment of LSP's global title address, translation type or subsystem information in the SWBT STP translations. LSP shall pay a nonrecurring charge per GTT established at each STP.

E. Service Rearrangement

LSP shall pay charges for rearrangement of the SS7 Service which are not specifically addressed pursuant to the Bona Fide Request process.

V. Rates and Charges

Appendix PRICING SCHEDULE, which is attached hereto and made a part hereof, contains the Rates and Charges for the elements described above. Mileage used to determine the monthly rate per mile is calculated using the V&H coordinates method, as set forth in the National Exchange Carrier Association, Inc. Tariff F.C.C. No. 4.

VI. Ordering the Service

LSP shall abide by the following ordering guidelines:

A. Use of the STP

1. Signaling for LSPs with their own Signaling Point, utilizing their own set of links. The LSP shall submit SWBT's CCS/SS7 Activity Notification Form, identify the set of links the LSP will use and identify the service(s) associated with each SPC.
2. Signaling for LSPs with their own Signaling Point, utilizing set of links of another party. The LSP shall submit SWBT's CCS Activity Notification Form along with the Letter of Authorization (LOA) at the time the service is ordered. The LOA shall originate from the owner of the set of links that LSP will use. The LSP shall also indicate the set of links and the SPCs involved.
3. Signaling for LSPs utilizing SWBT's Local Switching Unbundled Network Element (UNE). Ordering requirements for the use of SWBT's SS7 signaling network are set forth in the ordering clause of the Local Switching UNE (Appendix UNE), and are incorporated here by reference.

B. Dedicated Signaling Links

To establish the Dedicated Signaling Links, LSP shall submit an Access Service Request form with SWBT's CCS Activity Notification form.

VII. Responsibilities of SWBT

- A. SWBT shall manage the network and, at its sole discretion, apply protective controls. Protective controls include actions taken to control or minimize the effect of network failures or occurrences, which include, but are not limited to, failure or overload of SWBT or LSP facilities, natural disasters, mass calling or national security demands.
- B. SWBT shall determine the GTT and Translation Type (TT) route for messages routed to GTT which are associated with SWBT signaling points.
- C. SWBT shall define regional functions and local functions of its STPs. SWBT will route ISUP messages within the SWBT signaling network subject to technical feasibility. Capacity limitations shall define a temporary technical infeasibility until the capacity limit can be resolved.
- D. SWBT shall meet service performance standards as outlined in GR-905-CORE and TP76638 except as otherwise provided herein.
- E. In the event that SWBT provides under this STC special service arrangements associated with diversity or other arrangements that do not strictly adhere to GR-905-CORE and TP76638 and are of non-compliance to the technical publications or not certified by SWBT, LSP acknowledges that the service performance standards need not be met in the provision of the total service.
- F. SWBT shall route messages generated by the action of LSP throughout the SWBT signaling network. The content of the messages is for the use of signaling points of origination and destination. SWBT shall not use any information within messages for any purpose not required by or related to the use of the SWBT signaling network. SWBT shall not divulge any message or any part of messages generated by LSP to any other party, except as required to manage the SWBT signaling network or as may be required by law.
- G. SWBT shall determine the monthly charges and issue an invoice to the billing address of LSP for the respective service(s) requested by LSP and provided by SWBT. The invoice will identify nonrecurring charges, recurring charges, and other charges and credits, as they apply.
- H. SWBT shall work cooperatively and provide knowledgeable personnel to meet with LSP in order to provision, test and install the SS7 Service in a timely fashion.

VIII. Responsibilities of LSP

- A. LSP shall provision the signaling links at the LSP premises and from the LSP premises to the SWBT STP location in a diverse, reliable and technically acceptable manner to comply with the standard SS7 protocol, Bellcore GR-905-CORE and the SWBT network.
- B. If LSP requires a greater degree of diversity than SWBT provides in the existing network, a special facility or a special routing of services, LSP agrees to initiate a Wholesale Construction request and pay additional charges as SWBT may reasonably determine.
- C. LSP shall identify to SWBT the SPC(s) associated with the LSP set of links.
- D. When LSP orders the use of the SWBT STP, LSP shall specify the set of signaling links to be used. If the links are provided to another party, LSP shall warrant to SWBT that the other party is aware of the charges associated with the use of the STP and that the other party will pay monthly charges for the use of the SWBT STP.
- E. LSP shall identify to SWBT the Global Title and Translation Type information for messages that route to LSP.
- F. When routing messages addressed to a SWBT Subsystem Number (SSN), LSP shall use the SWBT defined SSN designation of the SWBT mated STP pair to which the message is routed.
- G. LSP shall transfer Calling Party Number Parameter information unchanged, including the "privacy indicator" information, when ISUP Initial Address Messages are interchanged with the SWBT signaling network.
- H. LSP shall verify the accuracy of information concerning the services ordered by LSP.
- I. LSP shall designate the level of diversity associated with the LSP premises. SWBT shall provide the same degree of diversity as LSP provides.
- J. LSP shall work cooperatively and provide knowledgeable personnel to meet with SWBT in order to provision, test and install the SS7 Service in a timely fashion.
- K. LSP shall furnish to SWBT, at the time the SS7 Service is ordered and annually thereafter, an updated three year forecast of usage of the SS7 Signaling network. The forecast shall include total annual volume and busy hour busy month volume. SWBT shall utilize the forecast in its own efforts to project further facility requirements.

- L. LSP shall inform SWBT in writing thirty (30) days in advance of any change in LSP's use of such SS7 Service which alters by ten percent for any thirty (30) day period the volume of signaling transactions by individual SS7 service that are planned by LSP to be forwarded to SWBT's network. LSP shall provide in said notice the reason, by individual SS7 service, for the volume change.

IX. Credits

SWBT shall allow credit for interruptions of the Dedicated Signaling Links which are greater than 30 minutes. The credit shall be at the rate of 1/1440 of the monthly charges for the facility or service for each period of 30 minutes or fraction thereof that the interruption continues after the initial 30 minute outage. The monthly charges shall be the total of all monthly rate element charges associated with the Dedicated Signaling Link.

X. Term of Appendix

The minimum periods for which the SS7 Service is provided, and for which charges are applicable, are:

- A. Initial service of not less than _____ years from the effective date of this contract.

If the Appendix is terminated by LSP prior to the agreed to initial term of _____ years, LSP shall pay SWBT, within thirty (30) days of termination, all amounts due for actual services provided under this Appendix, including estimated monthly charges for the remainder of the original term of the Appendix. Estimated charges will be based on unrecovered costs and a projection of actual monthly amounts billed by SWBT through this Appendix, prior to the termination.

- B. After initial service, continuing service for periods of not less than 30 days, until notified to terminate the service. Termination will occur 120 days after notification, and charges will be applicable up to the termination date.
- C. Requests for modification to the terms, conditions, or services offered under this Appendix must be made in writing 90 calendar days in advance of the requested effective date by either Party and shall not become effective unless agreed upon in writing by both Parties.

ATTACHMENT 1

DEFINITIONS OF TERMS

Common Channel Signaling (CCS)

A high-speed specialized packet switched communications network that is separate (out-of-band) from the public packet switched and message networks. CCS carries addressed signaling messages for individual trunk circuits and/or database related services between Signaling Points (SS7 nodes) in the CCS network.

Compatibility Testing

Testing performed by representatives from SWBT and LSP to determine proper interconnection of CCS network facilities for accurate transmission of system signals and messages. This is often referred to as TR-905 Compatibility Testing.

Octet

8-bits of binary information.

Service Control Point (SCP)

A node in the CCS network that provides a database functionality.

Service Switching Point (SSP)

A signaling point that can launch queries to databases and receive/interpret responses used to provide specific end user services.

Signal Transfer Point (STP)

A packet switch in the CCS network that is used to route SS7 protocol signaling messages between signaling nodes. An STP provides screening and routing of SS7 messages. STPs transfer signaling messages to other networks. SWBT's signaling network includes mated pairs of local and regional STPs.

Signaling Link

An end-to-end high-capacity digital, data quality, link operating at 56 kilobits per second that transmits signaling information in the form of signaling messages from one network SS7 node to another node in a CCS network. The Link Type identifies the functionality of the signaling link sets. Signaling links provide physical interconnection between signaling points of another party and SWBT STPs.

Signaling Point (SP)

A node in the CCS network that originates and/or receives signaling messages, or transfers signaling messages from one signaling link to another, or both.

Signaling Point Code (SPC)

An identifier code that identifies a signaling point in the CCS network. The signaling point code provides an address within the CCS network which enables messages to be routed to signaling points. Signaling Point Codes are 24 bit binary numbers comprised of three segments: the Network Identification, the Network Cluster, and the Member number within the cluster. Signaling Point Codes are represented digitally as AAA-AAA-AAA, where "AAA" represents a decimal number from 000 to 255.

Signaling Point of Interface (SPOI)

Mutually agreed point at which SWBT hands off signaling information to LSP.

Signaling System 7 (SS7)

See SS7 Protocol

Signaling System 7 (SS7) Protocol

The signaling protocol, Version 7, used by the nodes of the CCS network. The SS7 protocol used by SWBT is the American National Standards Institute (ANSI) standard protocol defined by Bellcore Generic Requirement, GR-246-CORE, defined by Bellcore requirements (GR-317-CORE, GR-394-CORE, GR-444-Core, GR-606-CORE, GR-82-CORE, GR-905-CORE and various other documents) and defined by the SWBT Technical Publication TP76638.

APPENDIX LIDB-V

Appendix LIDB-V (LIDB-VALIDATION SERVICE)

WHEREAS, the Parties are interested in purchasing each other's LIDB Validation Service (or equivalent service);

In consideration of the mutual promises contained herein, SWBT and LSP agree as follows.

1. Definitions

- A. A-links means a diverse pair of facilities connecting local end office switching centers with Signaling Transfer Points.
- B. Alternate Billing Service (ABS) means a service that allows end users to bill calls to accounts that may not be associated with the originating line. There are three types of ABS calls: calling card, collect, and third number billed calls.
- C. Billed Number Screening (BNS) means a validation of toll billing exception (TBE) data and performance of public telephone checks i.e., determining if a billed line is a public (including those classified as semi-public) telephone number.
- D. Calling Card Service (CCS) means a service that enables a calling customer to bill a telephone call to a calling card number with or without the help of an operator.
- E. Common Channel Signaling (CCS) Network means an out-of-band, packet-switched, signaling network used to transport supervision signals, control signals, and data messages. Validation Queries and Response messages are transported across the CCS network.
- F. Data Base means an integrated collection of related data. In the case of the LIDB, the data base is the line number and related line information.
- G. Data Owner means telecommunications companies that administer their own validation data in a party's LIDB or LIDB-like database.
- H. Line Information Data Base (LIDB) means an ANSI SS7 call-related database system. LIDB functions as a centralized repository for data storage and retrieval. SWBT's LIDB supports validation of ABS calls as well as certain other services.
- I. Line Record means information in LIDB that is specific to a single telephone number or special billing number.

- J. Nonrecurring charges are one-time charges that apply for a specific work activity (i.e., installation or change to an existing service). Nonrecurring charges are applicable for the establishment of LIDB Validation Service, service rearrangements, and service order activity.
- K. Originating Point Code (OPC) means a code assigned to identify LSP's operator service system location(s).
- L. Personal Identification Number (PIN) means a confidential four-digit code number provided to a calling card customer to prevent unauthorized use of his/her calling card number. The PIN is stored in LIDB for those line numbers that have an associated calling card.
- M. Query means a message in American National Standards Institute's (ANSI) standard SS7 signaling protocol which represents a request to a LIDB or LIDB-like database for Validation information.
- N. Query Rate applies to each Validation Query that is received at SWBT's LIDB for the validation of calling card and toll billing exception data and performance of public telephone checks; i.e., determining if a billed line is a public (including those classified as semi public) telephone number.
- O. Query Transport Rate applies to each Validation Query transported from SWBT's STP to the SCP where LIDB resides and back. SWBT and LSP shall list their STP locations in the National Exchange Carrier Association, Inc. Tariff FCC No. 4.
- P. Response means an SS7 message which, when appropriately interpreted, represents an answer to a Query.
- Q. Service Order Charge is a nonrecurring charge that applies, per service order form, that specifies the LSP's originating point codes (OPCs) of the LSP's designated operator service systems sending the Validation Query or Queries.
- R. Service Control Point (SCP) is a CCS network node where Validation information resides.
- S. Service Point (SP) means a CCS network interface element capable of initiating and/or terminating SS7 messages from an end office.
- T. Service Rearrangements are changes to existing services which do not result in changes to previously established OPCs.

- U. Service Switching Point (SSP) means the software capability within a switching point that provides the SP with SS7 message preparation/interpretation capability plus SS7 transmission/reception access ability.
- V. Signaling System 7 (SS7) means the signaling protocol used by the CCS network.
- W. Signaling Transfer Point (STP) is the point where a Party interconnects with a CCS/SS7 network. In order to connect to SWBT's SS7 network, LSP or a third party initiating LSP's Validation Queries must connect with an SWBT STP in order to connect to SWBT's SCP.
- X. Special Billing Number means line records in LIDB that are based on an NPA-RAO numbering format. NPA-RAO numbering formats are similar to NPA-NXX formats except that the fourth digit of an NPA-RAO line record is either a zero (0) or a one (1).
- Y. Toll Billing Exception (TBE) Service means a service that allows end users to restrict third number billing or collect calls to their lines.
- Z. Validation information means Data Owners' records of all their Calling Card Service and Toll Billing Exception Service.

2. Description of Service

- A. SWBT shall provide LSP access to Validation information whenever LSP initiates a query from an SSP for Validation information available in SWBT's LIDB.
- B. All LSP Queries to SWBT's LIDB shall use subsystem number 253 in the calling party address field and a translations type of 253. LSP acknowledges that such subsystem number and translation type values are necessary for SWBT to properly process Validation Queries to its LIDB.
- C. LSP warrants SWBT that LSP shall send Queries conforming to the ANSI approved standards for SS7 protocol and pursuant to the specification standards documents identified in Exhibit A. Both Parties acknowledge that transmission in said protocol is necessary for each party to provision Validation Service (or the equivalent thereof). Both Parties warrant that they shall send SS7 Messages that comply with ANSI approved standards for SS7 protocol and pursuant to the specification standards documents identified in Exhibit A. Each Party reserves the right to modify its network pursuant to other specifications standards, which may include Bellcore Specifications defining specific service applications, message types and formats, that may become necessary to meet the prevailing demands within the U.S.

telecommunications industry. All such changes shall be announced a minimum of 180 days in advance of implementation through industry standard procedures. Each Party will work cooperatively to coordinate any necessary changes.

- D. LSP acknowledges that CCS/SS7 network overload due to extraordinary volumes of Queries and/or other SS7 network messages can and will have a detrimental effect on the performance of SWBT's CCS/SS7 network. LSP further agrees that SWBT, in its sole discretion, shall employ certain automatic and/or manual overload controls within SWBT's CCS/SS7 network to guard against these detrimental effects. SWBT shall report to LSP any instances where overload controls are invoked due to LSP's CCS/SS7 network and LSP agrees in such cases to take immediate corrective actions as are necessary to cure the conditions causing the overload situation.
- E. Prior to SWBT initiating service under this Appendix, LSP shall provide an initial forecast of busy hour Query volumes. If, prior to the establishment of a mutually agreeable service effective date, in writing, SWBT, at its sole discretion, determines that it lacks adequate processing capability to provide Validation Service to LSP, SWBT shall notify LSP of SWBT's intent not to provide the services under this Appendix and this Appendix will be void and have no further effect.
- F. LSP shall update its busy hour forecast for each upcoming calendar year (January - December) by October 1 of the preceding year. LSP shall provide such updates each year for the first three (3) years of this Appendix.
- G. SWBT will perform testing of the LIDB Validation Service in conjunction with CCS/SS7 Interconnection Service as outlined in Bellcore Technical References TR-NWT-000954, TR-TSV-000905, and TP 76638.
- H. SWBT supports the performance standards as defined in Section 7 of TR-TSV-000905. The overall end-to-end CCS/SS7 network objective is less than ten minutes unavailability per year from any Signal Point (SP) to any other SP. The performance objective for any single SP, including a Service Control Point (SCP), is less than three minutes unavailability per year. The combined link set from the SCP to the Signal Transfer Point (STP) has a performance objective of less than two minutes unavailability per year.
- I. SWBT's LIDB Validation Service system downtime will be less than twelve hours per year. The response time for a Query, from switch transmission to reception, should not exceed one second for 99 percent of all Queries.
- J. SWBT shall administer its LIDB to provide acceptable service levels to all customers of SWBT's LIDB Validation Service. During periods of LIDB system congestion,

SWBT will utilize an automatic code gapping procedure to control such congestion. The automatic code gapping procedure will tell LSP's switch the gap (how long LSP's switch should wait before sending another query) and the duration (how long the switch should continue to perform gapping). For example, during an overload condition, the automatic code gapping procedure will tell SWBT's LIDB when to begin to drop one out of three queries received. This code gapping procedure will be applied uniformly to all users of SWBT's LIDB Validation Service. SWBT maintains the right to invoke manual intervention of the automatic code gapping procedure to preserve the integrity of its network.

- K. LSP agrees that network overload due to extraordinary volumes of Queries and/or other SS7 network messages can and will have a detrimental effect on the performance of SWBT's network and its LIDB Validation Service. LSP further agrees to take immediate, corrective actions as are necessary to cure the conditions causing the overload situation.
- L. All access by LSP to SWBT's LIDB shall occur through SWBT's regional STP as designated by SWBT.
- M. SWBT's LIDB shall contain a record for every SWBT working line number and Special Billing Number served by SWBT. Other telecommunications companies, including LSP, may also store their data in SWBT's LIDB. SWBT shall request such telecommunications companies to also provide this data as well.
- N. SWBT shall update the LIDB information; e.g., add, delete, and modify customer accounts as customers move, become delinquent on their account, or order new service, on a daily basis. SWBT shall request other Data Owners to provide such updates in like time.
- O. SWBT has procedures in place to deactivate billing validation data in the event that such data is being used fraudulently or in the event end users exceed SWBT-defined limits on toll charges. SWBT shall update SWBT-issued calling cards that SWBT suspects of being fraudulently used or exceeding SWBT-defined toll limits seven (7) days a week, 24 hours a day.
- P. SWBT's LIDB shall receive and respond to all Calling Card Service and Billed Number Screening queries, including SWBT's and LSP's queries, as defined in Bellcore publications TR-NWT-000246, FR-NWT-000271, TR-TSV-000905, TR-NWT-000954 and SWBT's publication TP 6638. These procedures shall be applied uniformly to all users of SWBT's LIDB Validation Service.

- Q. SWBT's LIDB Validation Service shall provide the following functions on a per query basis:
- validation of a telecommunications calling card account number stored in LIDB;
 - determination of whether the billed line has decided in advance to reject certain calls billed as collect or to a third number;
 - determination of billed line as a public (including those classified as semi public) or nonworking telephone number.
- R. SWBT provides LIDB Validation Service as set forth in this Appendix only as such service is used for LSP's activities as a local service provider in SWBT's traditional serving areas in the states of Arkansas, Kansas, Missouri, Oklahoma, and Texas. SWBT provides a LIDB Validation Service for interexchange carriers, operator service providers, and other telecommunications companies under effective tariffs. LSP agrees that any other use of SWBT's LIDB for the provision of LIDB Validation Service by LSP, including, but not limited to, when LSP acts as an LSP outside of SWBT's traditional serving areas in the states of Arkansas, Kansas, Missouri, Oklahoma, and Texas, and/or acts as an operator service provider to other LSPs, local exchange companies, or any other telecommunications company, and/or acts as an interexchange carrier, will be pursuant to the terms, conditions, rates, and charges of SWBT's effective tariffs, as revised, for LIDB Validation Service.

3. Price and Payment

- A. LSP shall pay SWBT a Validation Query rate and a Query Transport Rate for each Query initiated into SWBT's LIDB. These rates are set forth in Exhibit I (Basis of Compensation).
- B. LSP shall pay a Nonrecurring Charge for each request for establishment or change of existing LIDB Validation Service. The LIDB Validation Service Establishment Charge applies per originating point code per request and is set forth in Exhibit I (Basis of Compensation).
- C. LSP shall pay a Service Order Charge for each request for service order activity. The Service Order Charge is set forth in Exhibit I (Basis of Compensation).
- D. Payment to SWBT for LIDB Validation Service shall be based upon the rates set forth in Exhibit I (Basis of Compensation), attached hereto and made a part thereof. These rates and charges will apply for one (1) year from the service effective date for each exchange. After one (1) year, SWBT may change the rates upon sixty (60) days' notice. SWBT may first give such notice sixty days before the end of the first year.
- E. SWBT shall record usage information for LSP's Validation Queries terminating to SWBT's LIDB. SWBT shall use its SCPs as the source of usage data. SWBT shall aggregate usage by the point code of the Query-originating SSP.
- F. Based upon the data identified in SubSection 3.E of this Appendix, SWBT shall bill LSP for its Validation Queries on a monthly basis. The bill will be issued by the fifteenth day of each month, and LSP shall pay the bill within thirty (30) days of the bill issue date. LSP shall pay late payment charges as applicable and as described in SWBT's Tariff FCC No. 73.
- G. SWBT shall provide sufficient information with the bill to enable LSP to determine how the billed amount was calculated.
- H. Depending on LSP's choice of method for transporting its Queries and Responses, LSP may be required to purchase certain other services, especially services that may be provided pursuant to effective tariffs. In this event the prices, terms, conditions, and billing for such services will be specified in the applicable tariff(s) and this Appendix shall not be construed to circumvent the prices, terms, conditions, or billing as specified in the applicable tariff(s).
- I. If there is a dispute associated with a monthly bill, the disputing Party shall notify the other in writing within ninety (9) calendar days of the date of said monthly bill or the

dispute shall be waived. Each Party agrees that any amount of any monthly bill that that Party disputes will be paid by that Party according to the terms of Subsection 3.F. above. Any adjustments relating to a disputed amount shall be reflected on the next monthly bill issued after resolution. Any credit issued upon resolution of any dispute shall bear interest at the rate specified in Subsection 3.F. above, payable on and as of the date the credit is issued. Parties shall work cooperatively and use their best efforts to resolve any disputes as quickly as possible.

- J. SWBT shall treat changes in previously established OPCs as a discontinuance of the existing LIDB Validation Service and establishment of a new LIDB Validation Service and all applicable Nonrecurring Charges shall be paid by LSP.
- K. If LSP acts as a telecommunications company other than a local service provider, or if LSP acts as a local service provider in areas outside of SWBT's traditional service areas in the states of Arkansas, Kansas, Missouri, Oklahoma, and Texas, LSP shall designate those point codes from which it originates LIDB Validation Service Queries as an LSP acting as a local service provider within SWBT's traditional service areas in the states of Arkansas, Kansas, Missouri, Oklahoma, and Texas from those point codes which originate LIDB Validation Service Queries for all other aspects of its business. If LSP uses the same OPC to originate Queries for its operations as an LSP within SWBT's traditional service areas in the states of Arkansas, Kansas, Missouri, Oklahoma, and Texas as it does for any other aspect of its business, then LSP shall provide SWBT with a percentage of use factor that SWBT can use to apportion LSP's traffic between SWBT's terms, conditions, rates and charges under this Appendix and the terms, conditions, rates and charges under SWBT's appropriate and effective tariff. LSP shall provide this factor in a whole number between one (1) and one hundred (100) to indicate the percentage of LIDB Validation Services LSP originates as an LSP acting as a local service provider within SWBT's traditional service area in the states of Arkansas, Kansas, Missouri, Oklahoma, and Texas. A percentage of use factor of 1 (one) indicates that one percent of LSP's LIDB Validation Service Queries originate as an LSP acting as a local service provider within SWBT's traditional service areas in the states of Arkansas, Kansas, Missouri, Oklahoma, and Texas. A percentage of use factor of 100 indicates that one hundred percent of LSP's LIDB Validation Service Queries is from LSP acting as a local service provider within SWBT's traditional service area in the states of Arkansas, Kansas, Missouri, Oklahoma, and Texas.
- L. Such percentage of use factors will be provided by LSP on the LIDB Access Service Order Form used to establish the service. All updates to this factor will provided via a letter. If LSP does not furnish a percentage of usage factor, LSP agrees that SWBT will apply a percentage of usage factor of one percent (1%).

- M. LSP shall update its percentage of use factors on a quarterly basis. Effective on the first of January, April, July and October of each year, LSP shall forward to SWBT, to be received no later than fifteen (15) business days after the first of each such month, a revised report showing the percentage of use factors for the past three months ending the last day of December, March, June, and September, respectively, for each OPC from which LSP originates LIDB Validation Service Queries. Both Parties agree that the revised report will serve as the basis for the next three months billing. Both Parties agree that no prorating or backbilling will be done based on the report. SWBT shall use the revised report to apportion usage rates, monthly rates, and nonrecurring charges until a revised report is received from LSP as set forth and agreed to herein.
- N. SWBT may, upon written request by Certified U.S. mail (return receipt requested), require LSP to provide call detail records which will be audited to substantiate the projected percentage of use factor provided by LSP. SWBT may request this detailed information annually. If the audit results represent what SWBT considers to be a substantial deviation from LSP's previously reported percentage of use for the period upon which the audit was based, and that deviation is not due to seasonal changes or other identifiable reasons, LSP agrees to allow SWBT to request such call detail records more than once annually. Both parties agree that SWBT may make the call detail records available to an independent auditor or to SWBT audit employees within thirty (30) days of the request at an agreed upon location during normal business hours.
- O. If LSP fails to comply with SWBT's request for auditable call detail records, SWBT may refuse additional applications for service and/or refuse to complete any pending orders for service for a period of thirty (30) days. If at the conclusion of thirty (30) days, LSP still does not comply with this request, SWBT may apply an assumed percentage of use factor of one percent (1%).

4. Ownership of Validation Information

- A. Telecommunications companies depositing information in SWBT's LIDB may retain full and complete ownership and control over such information. LSP obtains no ownership interest by virtue of this Appendix.
- B. Unless expressly authorized in writing by parties, LIDB Validation Service is not to be used for purposes other than those described in this Appendix. LSP may use LIDB Validation Service for those functions only on a call-by-call basis. Data accessed on LIDB may not be stored by LSP elsewhere for future use.

- C. Proprietary information residing in SWBT's LIDB is protected from unauthorized access and LSP may not store such information in any table or database for any reason. All information related to alternate billing service is proprietary. Examples of proprietary information are as follows:
- Billed (Line/Regional Accounting Office (RAO)) Number
 - PIN Number(s)
 - Billed Number Screening (BNS) indicators
 - Class of Service (also referred to as Service or Equipment)
 - Reports on LIDB usage
 - Information related to billing for LIDB usage
 - LIDB usage statistics.
- D. LSP shall not copy, store, maintain, or create any table or database of any kind after initiating, and based upon a Response to, a Validation Query to SWBT's LIDB.
- E. If LSP acts on behalf of other carriers, LSP shall prohibit its Query-originating carrier customers from copying, storing, maintaining, or creating any table or database of any kind from any Response provided by SWBT after a Validation Query to SWBT's LIDB.
- F. SWBT will share end user information, pertinent to fraud investigation, with LSP when validation queries for the specific end user reaches SWBT's established fraud threshold level. This fraud threshold level will be applied uniformly to all end user information in SWBT's LIDB.

5. Term and Termination

- A. This Appendix shall become effective pursuant to Section XXVII (Effective Date) of the Statement and shall continue for _____ year(s) from the effective date of implementation of LIDB Validation Service. Thereafter, this Appendix shall remain in effect unless terminated by either party upon written notice given sixty (60) days in advance of the termination date.
- B. If a Party materially fails to perform its obligations under this Appendix, the other Party, after notifying the non-performing Party of the failure to perform and allowing that Party thirty (30) days after receipt of the notice to cure such failure, may cancel this Appendix immediately upon written notice.
- C. Notwithstanding anything to the contrary in this Appendix, if legal or regulatory decisions or rules compel SWBT or LSP to terminate the Appendix, SWBT and LSP shall have no liability to the other in connection with such termination.

6. Limitation of Liability

- A. A Party's sole and exclusive remedies against the other Party for injury, loss or damage caused by or arising from anything said, omitted or done in connection with this Appendix regardless of the form of action, whether in contract or in tort (including negligence or strict liability) shall be the amount of actual direct damages and in no event shall exceed the amount paid for LIDB Validation Service.
- B. The remedies in Section 6(A) of this Appendix shall be exclusive of all other remedies against a Party, its affiliates, subsidiaries or parent corporation, (including their directors, officers, employees or agents).
- C. In no event shall a Party have any liability for system outage or inaccessibility, or for losses arising from the unauthorized use of the data by LIDB Validation Service Query purchasers.
- D. SWBT is furnishing access to its LIDB or LIDB-like database in order to facilitate LSP's provision of Alternate Billing Service to its end users, but not to insure against the risk of completion of an ABS-related call. While SWBT agrees to make every reasonable attempt to provide accurate Validation information, the Parties acknowledge that Validation information is the product of routine business service order activity and fraud investigations. LSP acknowledges that SWBT can furnish Validation information only as accurate and current as the information has been provided to SWBT for inclusion in its LIDB. Therefore, SWBT, in addition to the limitations of liability set forth, is not liable for inaccuracies in the Validation information records provided to LSP except such inaccuracies caused by SWBT's willful or wanton misconduct or gross negligence.
- E. IN NO EVENT SHALL SWBT, ITS AFFILIATES, SUBSIDIARIES OR PARENT CORPORATION, (INCLUDING ITS DIRECTORS, OFFICERS, EMPLOYEES OR AGENTS) HAVE ANY LIABILITY WHATSOEVER TO OR THROUGH LSP FOR ANY INDIRECT, SPECIAL, OR CONSEQUENTIAL DAMAGES, INCLUDING, BUT NOT LIMITED TO LOSS OF ANTICIPATED PROFITS OR REVENUE OR OTHER ECONOMIC LOSS IN CONNECTION WITH OR ARISING FROM ANYTHING SAID, OMITTED OR DONE HEREUNDER, EVEN IF LSP HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

7. Communication and Notices

- A. Ordering and billing inquiries for the services described herein from SWBT shall be directed to the Local Service Provider Service Center (LSPSC).

8. Confidentiality

- A. Identification: SWBT and LSP recognize and acknowledge that, in connection with the services to be provided hereunder, either may disclose to the other party proprietary or confidential customer, technical or business information in written graphic, oral or other tangible or intangible forms. In order for such information to be considered "Proprietary Information" under this Appendix, such information must be marked "Confidential" or "Proprietary" or bear a marking of similar import. Orally disclosed information shall be considered Proprietary Information only if contemporaneously identified as such and reduced to writing and delivered to the other party with a statement or marking of confidentiality within twenty (20) calendar days after oral disclosure.
- B. Nondisclosure: Subject to Sections 8C through 8F, the Party (the "Receiving Party") that receives Proprietary Information from the other Party (the "Disclosing Party") agrees:
- (1) That all Proprietary Information shall be and shall remain the exclusive property of the Disclosing Party.
 - (2) To limit access to such Proprietary Information to authorized employees and other individuals who have a need to know the Proprietary Information in order to perform its obligations under this Appendix.
 - (3) To keep such Proprietary Information confidential and to use the same level of care to prevent disclosure or unauthorized use of the received Proprietary Information as it exercises in protecting its own Proprietary Information of a similar nature.
 - (4) For a period of three (3) years following any disclosure, not to copy or publish or disclose such Proprietary Information to others or authorize anyone else to copy or publish or disclose such Proprietary Information to others without the prior written approval of the Disclosing Party.
 - (5) To use such Proprietary Information only for purposes of performing its obligations under this Appendix and for other purposes only upon such terms as may be agreed upon between the Parties in writing.
- C. Required Disclosures: The Receiving Party agrees to give notice to the Disclosing Party of any demand to disclose or provide Proprietary Information of the Disclosing Party to another person, under lawful process, prior to disclosing or furnishing such Proprietary Information. Further, the Receiving Party agrees to reasonably cooperate